



Republic of the Philippines  
**Department of Education**  
 CARAGA REGION  
 SCHOOLS DIVISION OFFICE OF SURIGAO CITY

## **CONTRACT AGREEMENT**

(Contract No. FY-2024-INF-025)

KNOW ALL MEN BY THESE PRESENTS:

This instrument was made and executed by and between

WINDFALL CONSTRUCTION, a private construction company duly registered and duly licensed to perform construction business with the Philippine government, hereinafter called the FIRST PARTY, and represented by GENELYN G. PONGCOL as its proprietor, a Filipino, of legal age, Filipino, married and a resident of Surigao City;

and

The DEPARTMENT OF EDUCATION – DIVISION OF SURIGAO CITY, a government agency duly constituted under the law and with address at M. Ortiz Street, Brgy. Washington, Surigao City, hereinafter called the SECOND PARTY, and duly represented by MARILOU B. DEDUMO, PhD, CESO V, Filipino, of legal age, married, and a resident of Surigao City, Surigao del Norte, Philippines, in her official capacity as the Schools Division Superintendent of the Second Party;

WITNESSETH:

WHEREAS, the FIRST PARTY is a duly authorized private company, which was verified and validated to be the bidder with the lowest calculated and responsive bid in the procurement for the REPAIR AND REHABILITATION/ RESTORATION OF GABALDON SCHOOL BUILDING (14 CLASSROOM) OF SCPS;

WHEREAS, the SECOND PARTY is the procuring entity and recipient of the aforementioned infrastructure project;

WHEREAS, after having undergone and complied with all the requirements and procedures mandated under R.A. 9184 and all other pertinent laws, rules, and regulations in government procurement, the parties herein contract to proceed with the REPAIR AND REHABILITATION/ RESTORATION OF GABALDON SCHOOL BUILDING (14 CLASSROOM) OF SCPS under Contract No. FY-2024-INF-025;

NOW THEREFORE, for and in the total consideration of THREE MILLION FOUR HUNDRED FOUR THOUSAND EIGHTY TWO PESOS AND SEVENTY SEVEN CENTAVOS (PHP 3,404,082.78), the First Party hereby contracts to carry out the REPAIR AND REHABILITATION/ RESTORATION OF GABALDON SCHOOL BUILDING (14 CLASSROOM) OF SCPS in favor of the Second Party, under the following terms and conditions, to wit:

WITNESS  
 GENELYN G. PONGCOL  
 14/10/24  
 WINDFALL CONSTRUCTION

WITNESS  
 GENELYN G. PONGCOL  
 Representative  
 WINDFALL CONSTRUCTION

WITNESS  
 MARILOU B. DEDUMO  
 Schools Division Superintendent

WITNESS  
 MARILOU B. DEDUMO, PhD, CESO V  
 Schools Division Superintendent





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1. That the FIRST PARTY shall accomplish the REPAIR AND REHABILITATION/ RESTORATION OF GABALDON SCHOOL BUILDING (14 CLASSROOM) OF SCPS, which obligation shall INCLUDE the processing of all the necessary papers and documentation to warrant the said construction, provision for the specified building/construction materials or supplies to be used, labor, equipment, and all other required civil works procedures necessary to ensure that the said building shall withstand ordinary forces of nature, in accordance to the Activity Design, Project Specifications, Bill of Quantities, Bill of Estimates and Program of Works of this infrastructure project, and the like;
2. That the said infrastructure project must be completed and delivered within 120 (120) days from the Notice to Proceed; provided that should there be extensions needed, the same must be effected with a written request from the FIRST PARTY, a written consent from the SECOND PARTY, and for the application of all pertinent consequences as provided under R.A. 9184 and all other pertinent laws, rules and regulations in government procurement;
3. That the stipulated consideration of THREE MILLION FOUR HUNDRED FOUR THOUSAND EIGHTY TWO PESOS AND SEVENTY SEVEN CENTAVOS (PHP 3,404,082.78) is inclusive of taxes allowed by law to be withheld by the SECOND PARTY;
4. That, payment by the SECOND PARTY to the FIRST PARTY of the stipulated consideration shall be given on the following schedule:
  - a. Fifteen Percent (15%) of the contract amount may be paid before the actual start of the construction project;
  - b. Progress payments will thereafter be effected depending on the progress billing to be made by the FIRST PARTY and the corresponding progress assessment to be made by the Division Engineer of the SECOND PARTY;
5. That, notwithstanding full payment of the stipulated consideration, the FIRST PARTY shall still undertake to post the applicable warranty bond and to fulfill the warranties as provided under the law and under R.A. 9184 and all other pertinent laws, rules and regulations in government procurement, such that if within the warranty period there would realize defects on the infrastructure project procured, the same must be remedied by the FIRST PARTY as mandated and stipulated; otherwise, redress and proper actions shall be instituted against the FIRST PARTY; and
6. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as part of this Agreement, viz.:

WITNESS  
 WINDFALL CONSTRUCTION

GENELYN G. PONGCOL  
 Representative  
 WINDFALL CONSTRUCTION

ATTY. VITO NINO B. BARRIOS  
 Attorney III

MARILOU B. DEDUMO, PhD, CESO V  
 Schools Division Superintendent





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- a. Philippine Bidding Documents (PBDs);
  - i. Drawings/Plans;
  - ii. Specifications;
  - iii. Bill of Quantities;
  - iv. General and Special Conditions of Contract;
  - v. Supplemental or Bid Bulletins, if any;
- b. Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;
- c. Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;
- d. Performance Security;
- e. Notice of Award of Contract and the Bidder's conforme thereto; and
- f. Other contract documents may be required by existing laws and/or the Procuring Entity concerned in the PBDs. The winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed this March 6, 2025, at Surigao City, Surigao del Norte, Philippines.


Signed, sealed, and delivered by ATTY. VIVANIÑO B. BARRIOS, the BAC Vice-Chairperson (for the DepEd-Division of Surigao City).

Signed, sealed, and delivered by GENELYN G. PONGCOL the Representative (for WINDFALL CONSTRUCTION).

Binding Signature of PROCURING  
ENTITY

MARILOU B. DEDUMO, PhD, CESO V  
 Schools Division Superintendent  
 Department of Education  
 Schools Division Office of Surigao City  
 CTC No. \_\_\_\_\_  
 Issued on \_\_\_\_\_  
 at \_\_\_\_\_

Binding Signature of CONTRACTOR

  
 GENELYN G. PONGCOL  
 Authorized Representative of  
 WINDFALL CONSTRUCTION  
 Contractor  
 CTC No. 2739 7218  
 Issued on JUN 2, 2025  
 at SURIGAO CITY





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Signed in the presence of

ATTY. VIVANIÑO B. BARRIOS

Agency's witness

Contractor's witness

ALLOTMENT AVAILABLE:

SARO NO. 052-17-X-00778  
 DATE: 2/19/25

JANICE E. NAIG  
 Budget Officer

ACKNOWLEDGEMENT

Republic of the Philippines)  
 City of Surigao) S.C.

BEFORE ME, this March 6, 2025 in the City of Surigao, Philippines, personally appeared MARILOU B. DEDUMO, PhD, CESO V, and GENELYN G. PONGCOL with their respective Community Tax Certificates, the particulars of which are as above written, known to be the same persons who executed the foregoing instrument consisting of four (4) pages including the page on which this Acknowledgement is written and they confirmed and acknowledged to me that the same is their own free act and voluntary deed and that of the agency which they respectively represent.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal on the day, year and place above written.

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 Series of 2025

ATTY. MELLICENT C. LIANZA  
 NOTARY PUBLIC  
 Attorney's Roll No. 57730  
 BP No. 494002/01-02-2025  
 PTR No. 1388150/01-02-2025  
 MCLE Compliance No. VII-011208  
 Valid Until April 14, 2028  
 0131 Mheleib Bldg, Donor St., Surigao City  
 Brgy. Washington, Surigao City



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